



Marsh Ireland Brokers Limited

Terms of Business

Introduction

Marsh Ireland Brokers Limited, trading as Marsh Ireland, Bowring Marsh, Charity Insurance, Echelon Claims Consultants, Guy Carpenter & Company, ILCS, Insolutions, JLT Ireland, Lloyd & Partners, Marsh Aviation Consulting, Marsh Claims Management Services, Marsh Claims Solutions, Marsh JLT Specialty, Marsh Reclaim, and Marsh Risk Consulting is regulated by the Central Bank of Ireland.

Marsh Ireland Brokers Limited ("**Marsh Ireland**") is an Irish incorporated insurance intermediary and risk consultant and is a subsidiary of Marsh USA, Inc. and is a part of the Marsh & McLennan Companies ("**MMC**") group. Marsh Ireland is a private company limited by shares, registered in Ireland with company registration number 169458 and its registered office address is located at 4th floor, 25/28 Adelaide Road, Dublin 2, Ireland. Telephone: +353 (0) 1 604 8100. Marsh Ireland can be contacted by way of email to marshireland@marsh.com.

These Terms of Business together with any Letter of Engagement or Statement of Work or cover letter we send to you will form the agreement between us and you, our client (the "**Engagement**"). If anything in these Terms of Business is inconsistent with your Letter of Engagement or Statement of Work or cover letter, then the relevant part of the Letter of Engagement or Statement of Work or cover letter will apply. When we provide reinsurance services, all references to 'insurance' or 'insurers' should be read as references to 'reinsurance' or 'reinsurers'.

References to 'you' and 'your' includes each of your affiliates (as defined in clause 17).

Any references in this document to "**Marsh Ireland**" also include our UK branch, Marsh Ireland Brokers Limited (UK Branch) ("**Marsh Ireland UK Branch**") (and all its affiliates), where applicable. The registered address of the Marsh Ireland UK Branch is 1 Tower Place West Tower Place, London, EC3R 5BU. References to 'we' and 'our' refers to Marsh Ireland (and the Marsh Ireland UK Branch, as applicable).

These Terms of Business take effect from 1 December 2021 and supersede any Terms of Business that may have been previously issued to you by us.

These Terms of Business contain important information, including but not limited to, details of our regulatory and statutory obligations and the respective duties of both the firm and you in relation to such services. We are required to issue to our clients in advance of transacting business the terms under which we do our business with you. You should retain this document carefully as you may wish to refer to it again at a future date. If there is anything you do not understand or accept, please talk to your regular Marsh Ireland contact. If any material changes are made to these terms we will notify you. By instructing us, you are accepting the terms of the Engagement.

Our services are set out in a schedule to your Letter of Engagement or in your Statement of Work, or they will otherwise be agreed between you and us in writing (the "**Services**").

We aim to treat our clients fairly and will not deliberately put ourselves in a position where our interests, or duties to anyone else, prevent us from fulfilling our duties to you. We have procedures and controls to identify and manage any potential conflicts of interest.

If potential conflicts of interest are particularly complex or difficult to manage, we will agree with you the best way to protect your interests, and we may ask you to confirm that you remain happy for us to continue acting for you.

Please visit our website at <https://www.marsh.com/ie/about-marsh/leading-the-way-in-transparency.html> or contact us for more information on how we manage conflicts of interest.

In light of the introduction of the Consumer Insurance Contracts Act 2019 (the "**CICA**"), certain provisions set out below will only apply to you to the extent you are a "consumer" as defined by the Financial Services and Pensions Ombudsman Act 2017, such consumers are hereinafter collectively referred to as "**CICA Consumers**" and each a "**CICA Consumer**". We have specified below the specific provisions that are applicable to CICA Consumers only. These provisions should be read in conjunction with the Client Information Note available on Marsh Ireland's website or you can request a copy of it from your usual Marsh Ireland contact.

How We Are Regulated

Marsh Ireland is authorised and regulated by the Central Bank of Ireland (C9898). If you wish to verify our regulatory status, copies of our various authorisations, listed below, are available upon request or can be viewed on the Central Bank of Ireland's website, www.centralbank.ie or call 1890 77 77 77. The Central Bank of Ireland holds registers of regulated firms.

Marsh Ireland is registered with the Central Bank of Ireland as an Insurance/Reinsurance Intermediary under the European Union (Insurance Distribution) Regulations 2018.

Marsh Ireland is subject to, and complies with, the Central Bank of Ireland's Consumer Protection Code, the Minimum Competency Code, the Minimum Competency Regulations and the Fitness and Probity Standards; all of which offer protection to consumers and these codes can be viewed on the Central Bank of Ireland's website at www.centralbank.ie.

Marsh Ireland takes no responsibility for any other service(s) that may be provided to you in connection with or relating to such placements by another intermediary, including but not limited to other intermediaries forming part of the MMC group.

Marsh Ireland has entered into the UK's Temporary Permissions Regime and is deemed to be authorised and regulated by the Financial Conduct Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Full authorisation will be sought from the Financial Conduct Authority in due course.

Version : December 2021

1. Our Services

- 1.1 We will use the reasonable skill and care expected of a competent and professional insurance intermediary and risk consultant providing similar services. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to general insurance products. A full list of insurers and product producers with which we deal is available on request.
- 1.2 We provide advice and assistance in the arrangement and placing of general insurance. We offer advisory services on our general insurance products (including but not limited to client service, risk and insurance advice (covering property / casualty / liability, personal and financial lines products), placement, risk management, claims handling and claims advocacy). In addition, we provide insurance related risk management advice and assistance in claims negotiation and settlement.
- 1.3 The Marsh Ireland UK Branch does not offer or provide any services to consumers within the meaning of the Central Bank of Ireland's Consumer Protection Code, Minimum Competency Regulations or Fitness and Probity Standards.
- 1.4 Our Services may include advice or recommendations (or both) as set out in your Letter of Engagement or Statement of Work. However, it is for you to decide whether or not to accept our advice or recommendations.
- 1.5 We will provide the Services ourselves or, where appropriate, through one or more of our affiliates or subcontractors.
- 1.6 Claims related Services will only be provided up to the time the Engagement ends, unless specifically agreed otherwise.
- 1.7 Any information we provide on insurance regulatory and tax issues will be based on information available publicly and our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, regulatory or tax advice. We recommend that you obtain your own advice on such matters from professional legal and tax advisers.
- 1.8 We are not liable for any actions or failures arising before the date you enter into the Engagement.
- 1.9 After assessing your needs, we will normally recommend an insurance solution for you. You will then need to decide how to proceed. When we receive your instructions, we will try to arrange insurance to meet the needs you have specified.
- 1.10 As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:
- at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for your placement;
 - during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you; and
 - at the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.
- 1.11 We may inform you about a product on a non-advised basis (we will give you enough information so that you can make an informed decision based on your

insurance needs, but we will not personally recommend the product to you). When this happens we will make this clear to you.

- 1.12 Our insurance products are offered on a fair and personal analysis basis which means that we will research the market place and providers (or select from a panel of insurers) and recommend the best insurance product to suit your individual needs. For consumers (as defined by S.I. No. 853 of 2004 - European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 of Ireland), the majority of our general insurance products are offered on a fair and personal analysis basis as above, however in some circumstances we offer our products on a limited analysis basis i.e. providing services on the basis of a limited number of contracts within the market. Where this is the case we shall inform you in writing prior to you entering into a contract of insurance.
- 1.13 In those cases where we obtain quotations from a limited number of insurers, or even only a single insurer, we do not have a contractual obligation to engage exclusively with any particular insurers. In such a case we will approach the insurers based on our knowledge and expertise in the market. Normally we will give you a list of the insurers we intend to approach, or have approached, before arranging any insurance for you.
- 1.14 We do not have a "tied" relationship with any institution that would compromise our ability to offer you impartial advice.

2. How we are paid

2.1 We are either paid:

- a percentage of the premium due to the insurer for your insurance policies (a commission or brokerage);
- a fee; or
- a combination of both

We may disclose (and will do so on request) to you the amount of commission we are paid or how it is calculated in line with our regulatory obligations. For further information on our commission arrangements, please refer to our website at <https://www.marsh.com/ie/about-marsh/leading-the-way-in-transparency.html>.

- 2.2 We may receive payments from insurers for work transferred to us which we do on their behalf, such as binding cover, producing and issuing policy documents and settling claims. We may also receive payments from insurers for marketing, distribution and IT systems.

We may disclose (and will do so on request) these payments to you if they specifically relate to your policies.

- 2.3 We may receive payments from third parties in connection with arrangements such as premium-finance facilities. We may disclose (and will do so on request) these payments to you if they specifically relate to your policies.

- 2.4 We may receive payments from insurers for providing consulting, data analytics and other services.

These services are designed to:

- improve the range of products we can offer our clients;
- help insurers to identify new opportunities; and
- make insurers more efficient.

The scope and nature of these services vary. A list of insurers who pay us for consulting services is on our

website at <https://www.marsh.com/ie/about-marsh/leading-the-way-in-transparency.html>.

- 2.5 We operate certain panels, facilities, quota shares and other placement arrangements with insurers. We receive separate payments from the insurers for administering these arrangements. A list of insurers who take part in our Placement Plus and quota-share arrangements can be viewed on our website at: <https://www.marsh.com/ie/about-marsh/leading-the-way-in-transparency.html>.
 - 2.6 If we cannot place your insurance policy we may refer you to another insurance intermediary. If we receive payment for doing so we may disclose (and will do so on request) such payment to you.
 - 2.7 We may use an affiliate or subcontractor to help us meet your insurance needs; if so they may receive payment from insurers or from us. If insurers with which we place your business choose to use our services or the services of an affiliate of ours for reinsurance purposes, we may also receive further payment.
 - 2.8 For insurance broking services, we will be considered to have earned our fees or commission (or both) relating to our insurance broking service when your policy is placed. We will keep our earnings even if an insurance policy is amended, terminated or cancelled. This does not affect any statutory cancellation rights you have. Our right to earnings is not conditional on the placement of an insurance policy.
 - 2.9 Where appropriate we will charge reasonable expenses in connection with travel, accommodation and meals while working on your behalf away from any Marsh Ireland office.
 - 2.10 All fees and expenses we quote do not include VAT (which will be added as appropriate). For our insurance broking service only, the fees we quote do not include any taxes and/or similar charges that you must pay in connection with your insurance policies.
 - 2.11 For more details of payments we receive, please see our "Guide to how we are paid (UK and Ireland)" at: <https://www.marsh.com/ie/about-marsh/leading-the-way-in-transparency.html>.
3. **Client money**
 - 3.1 For our insurance broking service, money received from our clients is held as agents of insurers and is kept separate from our own money in client premium accounts that meet all applicable law and regulations.
 - 3.2 In some cases we may pass your money to another intermediary, including ones outside Ireland where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing.
 - 3.3 We do not use client money to pay ourselves commission before we receive your premium.
 - 3.4 If, in the process of handling client money, we earn interest or benefit from investment income or from foreign exchange rate movements, we will keep any such amounts.
 4. **Premium Handling**
 - 4.1 We prefer to accept payment via bank transfer, but will also accept payment by cheque and draft, in respect of all classes of insurance in circumstances as set out Regulation 21 of S.I. No. 229/2018 - European Union (Insurance Distribution) Regulations 2018.
 - 4.2 Receipts in respect of all premiums received will be issued in accordance with the Consumer Protection Code 2012.

- 4.3 Premiums are due on or before renewal or inception date. Under the Central Bank legislation, very strict rules apply in respect of the payment of premiums to Insurance companies. We will not be in a position to pay premiums to insurers which have not been received from clients. Therefore, to avoid policy cancellation, premiums must be paid strictly within any Credit Terms, if agreed, otherwise no later than inception of cover or at the policy renewal date.

5. Rebates

- 5.1 If you are entitled to a rebate of part or all of your premium, we will pay this to you within 5 working days upon receipt of such rebate from the Insurer or the insurer has notified us that such rebate is due and permits us to issue the rebate from the funds held by us which are due to the insurer.
- 5.2 If the premium rebate due is €10.00 or less, you may choose whether to:
 - receive the rebate;
 - inform us in writing that you wish us to reduce the renewal premium or other premium currently due to us by the amount of the rebate; or
 - inform us in writing that you wish us to make a donation of the rebate amount to a registered charity.

6. Your obligations

- 6.1 Duty of Disclosure and the Duty of Utmost Good Faith
The provisions of Clause 6.1 do not apply to CICA Consumers.
 - 6.1.1 You are obliged to act with utmost good faith towards your insurer(s) at all times. In addition, you are obliged to disclose to insurers before your insurance contract is concluded, all "material" information which is known to you. This obligation is not limited to material information of which you are aware; it extends to those matters of which you ought to be aware in the ordinary course of your business.
 - 6.1.2 If you breach the duty of utmost good faith or fail to disclose any material information to insurers, your insurers may invalidate your claim and render your policy void. This means they would be entitled to act as if the policy had never existed and to seek recovery of all claims already paid under that policy, although they would be obliged to repay the premium in most circumstances.
 - 6.1.3 The duties of utmost good faith and disclosure also apply to the claims process and to any situations during the period of the policy in which you are required, under the terms of your policy or otherwise, to provide information to insurers including the extension or amendment or renewal of any policy.
 - 6.1.4 In completing a proposal or claim form, or other document relating to an insurance policy, the accuracy of all answers, statements and/or information is your sole responsibility.
 - 6.1.5 If the insurance policy (or policies) you instruct us to place on your behalf is governed by a law other than Irish law, we recommend that you obtain advice as to your obligations under the relevant law. If you are not sure about which law applies to your chosen insurance policy, you should discuss this with your regular Marsh Ireland contact.
 - 6.1.6 The following apply to our consulting Services:
 - You must arrange for us to have access to all records, documents, files and other relevant information, personnel and/or management. If we need further information, or if we need to visit any

of the project's premises, we will arrange this with you.

- Our Services are based on conditions observed by us and information provided by you.

6.2 Pre-Contractual duties

The provisions of Clause 6.2 apply to CICA Consumers only.

6.2.1 The duties in this Clause 6.2 replace, at all stages prior to the entering into of the contract of insurance (i.e. pre-contractual duties), the principle of utmost good faith and any duty of disclosure that applied to you prior to the commencement of the CICA.

6.2.2 You are under a duty to provide responses to questions asked by the insurer. You are under a duty to answer all questions posed by the insurer honestly and with reasonable care (the test of reasonable care being by reference to that of the average consumer). In determining whether you have complied with this duty, regard will be had to, among other matters: **(i)** the type of insurance contract in question and its target market; **(ii)** any relevant explanatory material or publicity produced or authorised by the insurer; **(iii)** how clear and specific are the insurer's questions; **(iv)** whether the consumer is represented by an agent and the circumstances of such representation; and **(v)** some consumers can be expected to be in possession of more information than others.

6.2.3 It is presumed, unless the contrary is shown, that you are aware that matters which the insurer asks specific questions about, are material to the risk undertaken by the insurer or the calculation of the premium by the insurer, or both. You are not under any duty to volunteer information over and above that required by the insurer's questions.

6.2.4 When the insurer requests you to provide information at the pre-contractual stage, the insurer is under a duty to ask specific questions (on paper or on another durable medium) and not to ask general questions. These questions must be asked in plain and intelligible language and the onus of proving the questions are plain and intelligible rests with the insurer. If there is any ambiguity relating to the meaning of a question, the interpretation most favourable to you will prevail.

6.2.5 An insurer is also under a duty to inform you (on paper or another durable medium) of the general nature and effect of this pre-contractual duty of disclosure prior to the entering into, or renewal, of a contract of insurance.

6.2.6 An insurer will be deemed to have waived any further duty of disclosure by you in circumstances where the insurer fails to take steps to investigate an absent or obviously incomplete answer to a question. This waiver will not apply where the non-disclosure arises from any fraudulent, intentional or reckless concealment by you.

6.2.7 An insurer may use the remedies available under the CICA (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance), only if the insurer establishes that the non-disclosure of material information was an effective cause of its entering into the contract of insurance on the terms on which it did.

6.2.8 In completing a proposal form, or any other document relating to an insurance policy, the accuracy of all answers, statements and/or information is your sole responsibility.

6.2.9 If the insurance policy (or policies) you instruct us to place on your behalf is governed by a law other than Irish law, we recommend that you obtain advice as to your obligations under the relevant law. If you are not sure about which law applies to your chosen insurance

policy, you should discuss this with your regular Marsh Ireland contact.

6.2.10 The following apply to our consulting Services:

- You must arrange for us to have access to all records, documents, files and other relevant information, personnel and/or management. If we need further information, or if we need to visit any of the project's premises, we will arrange this with you.
- Our Services are based on conditions observed by us and information provided by you.

6.3 Renewal of contract of insurance

The provisions of Clause 6.3 apply to CICA Consumers only.

6.3.1 For contracts of non-life insurance, when issuing a renewal notice to you, the insurer is to provide you with a schedule outlining the following:

- any premiums paid by you to the insurer in the last five years on foot of the contract; and
- a list of any claims, including if such have been made, third party claims, that have been paid, on foot of the contract, by the insurer to you (or, as the case may be, to the third party concerned) in the last 5 years, except where the contract concerned is a health insurance contract, in accordance with the CICA.

6.3.2 where there has been any mid-term adjustment made to the contract in any of the last 5 years, the information to be provided for the purposes of Clause 6.3.1 will be satisfied by:

- the provision of an annualised premium figure for the relevant year or years excluding fees or charges applied as a result of the adjustment; and
- a statement indicating that the annualised premium figure shown may not reflect the actual premium paid in the relevant year(s).

6.3.3 For the purposes of Clause 6.3.2, the reference to any mid-term adjustment made to the contract is a reference to any alteration lawfully made to the provisions of the contract, at any time during its term, that results in a change in the amount of the premium charged or in the application of any fee or other charge.

6.4 Duties upon contract of insurance renewal.

The provisions of Clause 6.4 apply to CICA Consumers only.

6.4.1 Upon a renewal of a contract of insurance, you are not under an obligation to provide the insurer with any additional information, whether concerning matters that have changed or otherwise, unless the insurer has expressly requires you to do so.

6.4.2 Where the insurer asks you to provide additional information at renewal concerning a particular matter, the insurer must ask a specific question regarding the matter, or must request you to update information previously provided concerning that matter and the insurer is to provide you with a written copy of the matter previously disclosed.

6.4.3 You are under a duty to respond honestly and with reasonable care (the test of reasonable care being by reference to that of the average consumer) to any requests for additional information at renewal of the contract of insurance. If you do not provide any new information in response to the insurer's request and you continue to pay the renewal premium, it shall be

presumed that any previous information supplied by you has not changed.

- 6.4.4 A renewal of the contract of insurance by the insurer shall not, in itself, be taken to remedy any previous breach of your duty of disclosure under the CICA.
- 6.4.5 An insurer shall, within a reasonable time before renewal of a contract of insurance (and no later than 20 working days before renewal), notify you, on paper or another durable medium and in plain intelligible language, of any alteration to the terms and conditions of the policy.
- 6.5 Post-Contractual duties
- The provisions of Clause 6.5 apply to CICA Consumers only.***
- 6.5.1 The duties in this Clause 6.5 replace, at all stages subsequent to the entering into of the contract of insurance (i.e. post-contractual duties), the principle of utmost good faith.
- 6.5.2 You are under a duty to pay the premium within a reasonable time (or otherwise in accordance with the terms of the insurance contract).
- 6.5.3 An insurer may refuse a claim where there is a change in the subject matter of the contract of insurance, including as described in the "alteration of risk" clause, resulting in a change to the risk to one which the insurer had not agreed to cover.
- 6.5.4 If an insurer intends to exclude certain matters from coverage under the contract of insurance, the insurer must do so explicitly in writing prior to the commencement of the contract.
- 6.6 Cancellation of contract of insurance
- The provisions of Clause 6.6 apply to CICA Consumers only.***
- 6.6.1 Where, in accordance with the contract, an insurer notifies you that it is cancelling a contract of insurance, the insurer shall repay to you the balance of the premium for the unexpired term of the contract and provide you with the reason(s) for cancellation. The Insurer shall not impose any financial cost on you where a contract of insurance is cancelled in accordance with this provision.
- 6.7 Documents
- 6.7.1 You must promptly check all documents you receive from us or insurers to make sure there are no mistakes or misunderstandings. You must immediately tell your regular Marsh Ireland contact or the insurer about any mistakes or anything which you do not think is in line with your instructions.
- 6.7.2 You should keep your policy documents in a safe place for as long as it is possible for you to make a claim. We may not issue new documents every year, or (depending on any regulatory requirements) keep copies.
- 6.7.3 If you ask us for a copy of your files, we may charge you for our time spent and costs reasonably incurred in dealing with such a request.
- 6.8 Payment
- 6.8.1 You must pay your insurance premiums and our invoices on time. Where the policy includes a premium payment warranty or condition, you acknowledge that failure to pay premium to the insurer in good time may result in your insurance being cancelled.
- 6.8.2 For our consulting Services, you agree to pay our invoices within 30 days of the invoice date. We may suspend or terminate entirely the Services until all invoices are paid.

6.8.3 You must pay all amounts in the currency shown on the invoice.

6.9 Making a claim under your insurance policy

Most insurance policies have strict conditions about what you should do if you have a claim or you know about something that might lead to a claim in the future. It is your responsibility to understand these conditions and any relevant limitation period for commencing legal proceedings or other forms of dispute resolution against insurers should the need occur.

6.10 Warranties

6.10.1 In certain circumstances, insurance policies may include a settlement due date or a warranty under the terms of which the premium must be paid to the insurer by a certain date or dates. We will tell you about any such requirements and the relevant date or dates in time to enable you to meet the payment terms.

6.10.2 If you do not comply with the exact terms of a warranty, it may mean the insurer's obligations under the policy will automatically be terminated. Failing to keep up with your payments may result in your policy being cancelled. You should check your policy for full terms and conditions.

7. Work product

7.1 We disclaim all responsibility for any consequence whatsoever should a third party rely upon any report, letter, information or advice we provide to you without our first having given our written consent that such third party may do so.

7.2 The following applies to our consulting Services and Global Analytics Services.

7.2.1 You must not use any materials that we or our representatives create, utilise or develop in connection with the Engagement, and any intellectual property rights associated with them (the "**Work Product**"), for any purpose other than your internal purposes (the "**Purpose**").

You must not:

- disclose the Work Product to any third party;
- use it for any other purpose; or
- reproduce, disseminate, quote from or refer to, in whole or in part at any time, nor shall any public references be made concerning Marsh Ireland or the Work Product or disclosure of Marsh Ireland's role in connection with this Engagement, or public reference to this Engagement without our prior written permission. However, subject always to Clause 12, we may refer to the fact that we have carried out work for you.

7.2.2 We agree that you may provide the Work Product to your regulators, your financing banks or proposed financing banks, insurers or proposed insurers, for information only and on the understanding that they cannot rely on the Work Product.

7.2.3 Except where we have agreed expressly in writing to the contrary we shall not accept any liability or responsibility to any third party (including your financing banks or proposed financing banks, insurers or proposed insurers) to whom the Work Product is disclosed, made available or into whose possession it may come. Where we agree to accept such liability or responsibility to a third party it will be by means of a letter from us to the addressees as defined in such letter (the "**Release Letter**") where the addressees accept and agree:

- that they have entered into a contractual relationship with us;

- that the report containing the Work Product was addressed to you and was prepared on your instructions and will not necessarily address or reflect their interests or circumstances; and
 - that our liability to them is limited and aggregated with our liability to you.
- 7.2.4 Any oral or draft Work Product which we might provide will not constitute our final opinions and conclusions. These will be contained in our final written Work Product, which shall be expressed as such. Any Work Product shall be deemed to be in draft form unless and until any Letter of Engagement or Statement of Work together with the Terms of Business are signed by you.
- 7.2.5 Where you make any alteration or modification to any of the Work Product, all references to Marsh Ireland shall be removed therefrom.
- 8. Period and termination**
- 8.1 The Engagement starts on the date shown in your Letter of Engagement or Statement of Work or, if there is no Letter of Engagement or Statement of Work, when you receive these Terms of Business and will stay in force until completion of the Services or until the Engagement is terminated in accordance with this Clause 8.
- 8.2 Either party may terminate the Engagement by giving the other not less than 90 days' notice in writing. We will still be entitled to a fee for any consulting Services and/or Global Analytics Services we have provided based on the time we have spent plus any reasonable expenses.
- 8.3 Either party may terminate the Engagement immediately in writing if the other party:
- commits a material breach and, in the case of a breach capable of remedy, fails to do so within 30 days of receipt of a notice setting out particulars of the breach; or
 - becomes insolvent or bankrupt, goes into liquidation, enters into a voluntary arrangement with their creditors, becomes subject to an administration order or has a receiver appointed over their assets, or becomes subject to any equivalent foreign process.
- 8.4 When the Engagement terminates we will co-operate in the transfer of your business where necessary, in consideration of all amounts owed to us being made.
- 9. Making a claim and claims handling**
- The provisions of this Clause 9 apply to CICA Consumers only.*
- 9.1 You must cooperate with the insurer in the investigation of a claim, including but not limited to, responding to requests for information in an honest and reasonably careful manner.
- 9.2 You must notify the insurer of any claim within a reasonable time or in accordance with the terms of the contract of insurance. If, however, you notify the insurer of a claim outside of any specified timeframe and such a delay does not prejudice the insurer, the insurer shall not be entitled to refuse liability on the grounds of this delay alone.
- 9.3 If, after a claim has been made, you or the insurer becomes aware of information (including information that would otherwise be subject to privilege) that would either support or prejudice the validity of the claim made by you, both you and the insurer shall be under a duty to disclose that information to the other party.
- 9.4 The insurer can refuse to pay a claim and terminate the contract, where you have made a claim which contains information which is false or misleading and you know it is false or misleading, or you consciously disregard whether it is false or misleading.
- 9.5 Proportionate remedies for misrepresentation
- 9.5.1 Where you have complied with your duty of disclosure by answering all questions raised by insurers in an honest and reasonable manner, but has nonetheless made a misrepresentation, in the event of a claim the insurer has certain remedies available depending on the type of misrepresentation involved. The applicable remedy under this section will depend on whether the misrepresentation was (i) innocent (that is, one that was neither negligent nor fraudulent); (ii) negligent; or (iii) fraudulent.
- 9.5.2 Where a claim is made and you have complied with your pre-contractual duty to answer all questions asked honestly and with reasonable care but where an answer involves an innocent misrepresentation (one that is not negligent or fraudulent), the insurer shall be required to pay the claim made and shall not be entitled to avoid the contract on the grounds of the misrepresentation.
- 9.5.3 Where a claim is made and you have complied with your pre-contractual duty to answer all questions asked honestly and with reasonable care but where an answer involves a negligent misrepresentation (one that is not fraudulent), the remedy available to the insurer shall reflect what the insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
- a. if the insurer would not have entered into the contract at all, the insurer may avoid the contract and refuse all claims, but it must return the premiums already paid;
 - b. if the insurer would have entered into the contract, but on different terms (excluding terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms if the insurer so requires; or
 - c. if the insurer would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim.
- 9.5.4 Where an answer given by you involves a negligent misrepresentation and there is not any outstanding claim, the insurer may provide you with notice that in the event of a claim it will exercise the remedies in Clause 9.5.3. In the case of a non-life insurance contract, where an answer given by you involves a negligent misrepresentation and there is not any outstanding claim, the insurer may terminate the contract by providing you with reasonable notice.
- 9.5.5 Where a claim is made and where an answer supplied by you involves a fraudulent misrepresentation or where any conduct by you (relative to the contract or steps leading to its formation) involves fraud of any other kind, the insurer is entitled to avoid the contract.
- 10. Limit of our liability and indemnity**
- 10.1 The maximum aggregate liability of Marsh Ireland and our affiliates to you, howsoever arising, in connection with the Engagement shall be limited in total to the amount set out in any Letter of Engagement or Statement of Work or, in the absence of any such amount being specified therein, to the amount of:
- 10.1.1 For insurance broking Services, €10,000,000.

- 10.1.2 For consulting Services (other than Global Analytics as described below) the greater of €500,000 or ten times the total compensation paid to Marsh Ireland for the consulting Services. In the event that we agree to make the Work Product available to third party(ies) in accordance with Clause 7 above, the aggregate liability described in this Clause 10.1.2 shall be the aggregate liability to you and/or all of the third parties.
- 10.1.3 For Global Analytics Services (including risk financing optimisation, fund reserving, catastrophe modelling, financial modelling and structured/legacy solutions) one times fee required; if no fee is charged for Services, then a limit of liability of €750,000 is required.
- 10.2 Notwithstanding Clause 10.1 Marsh Ireland and our affiliates shall not be liable to you for any loss of profit or any special, indirect or consequential loss howsoever arising under or in connection with the Engagement.
- 10.3 In no event shall we be liable for any loss, damage or expense to the extent that it arises from fraudulent acts or omissions, fraudulent misrepresentation, wilful default or negligence on the part of your directors, your employees, your affiliates or any other party to the project or from the provision to Marsh Ireland of false, misleading, inaccurate or incomplete information or documentation.
- 10.4 You accept that we and our affiliates have an interest in limiting the exposure of our and our affiliates' directors, employees and consultants to litigation, and you agree that you will not bring, or assist in bringing, any claim against any of our or our affiliates' directors, employees or consultants personally, in connection with the Engagement.
- 10.5 In respect of any loss suffered by you, for which we and any other third party are liable, our liability shall be proportionate to the relative contribution of us to the overall fault giving rise to the loss in question.
- 10.6 The exclusions and limitations of liability in this Clause 10 shall not apply to: (i) any liability arising as a result of our or our affiliates' fraud or wilful default (ii) any liability which cannot lawfully be excluded or limited; (iii) the extent that the exclusion or limitation would not be permitted by virtue of the Central Bank of Ireland's Consumer Protection Code or (iv), any client who is a consumer (as defined by the Consumer Protection Code) which means any of the following:
- a person or group of persons, but not an incorporated body with an annual turnover in excess of €3 million in the previous financial year (for the avoidance of doubt a group of persons includes partnerships and other unincorporated bodies such as clubs, charities and trusts, not consisting entirely of bodies corporate); or
 - incorporated bodies having an annual turnover of €3 million or less in the previous financial year (provided that such body shall not be a member of a group of companies having a combined turnover greater than the said €3 million);
- and includes where appropriate, a potential 'consumer' (within the meaning above).
- 10.7 For the avoidance of doubt, this Clause 10 shall be for the benefit of us and our affiliates and any of our or our affiliates' directors, employees or consultants involved in the provision of the Services. Any such person shall be entitled to rely upon and enforce its terms.
- 10.8 Our obligations to you are solely contractual in nature. Marsh Ireland acts as a fiduciary for you to the extent required under Irish law but does not have any enhanced fiduciary or other duty to you.
- 10.9 In respect of consulting Services and/or Global Analytics Services:
- You will (except in relation to your own claims pursuant to this Engagement) indemnify, defend and hold harmless Marsh Ireland, its directors, officers, shareholders, affiliates and employees (collectively "**Indemnified Persons**") from and against any and all claims (including claims for reasonable legal fees) brought in connection with the Engagement. You will not be liable under this indemnity to the extent any such claim is determined, by way of a final judgment of a court of competent jurisdiction, not subject to further appeal, to have resulted from the fraud or wilful misconduct of any Indemnified Person.
- 11. Data protection and intellectual property**
- 11.1 We shall retain all intellectual property rights in all materials developed, designed or created by us (or any of our affiliates) before or during the Engagement, however we grant you a perpetual and royalty free license to use these materials, but only for the purposes for which they were created under the Engagement.
- 11.2 The parties both warrant that they will comply with the provisions of the applicable Irish law (including the Irish Data Protection Acts 1988 to 2018), EU law (including General Data Protection Regulation (Regulation EU 2016/679)) and any other data protection laws applicable to the Engagement.
- 11.3 To provide our Services, we will collect and use information about individuals, such as their name and contact details, which may also include special categories of personal data (e.g. about health) and information relating to criminal convictions and offences. The purpose for which we use personal data may include for insurance purposes such as arranging insurance cover or handling claims and for crime prevention. More information about our use of personal data is set out in the Marsh Ireland Privacy Notice available at <https://www.marsh.com/ie/privacy-notice.html>. You or the data subjects whose data you provide to us can also request a copy of the Marsh Ireland Privacy Notice by email or writing to the Data Protection Officer, Marsh Ireland Brokers Limited, 4th floor, 25/28 Adelaide Road, Dublin 2, or MarshIreland@marsh.com. We recommend that you review this notice.
- 11.4 Providing the Services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, sub-contractors, our affiliates and to certain regulatory bodies who may require personal data themselves for the purposes described in the Marsh Ireland Privacy Notice.
- 11.5 Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside of Ireland and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.
- 11.6 **Marsh Ireland UK Branch only:** Where you provide the Marsh Ireland UK Branch with personal data, the standard contractual clauses found in Schedule 1 to these terms shall, once executed by you, safeguard such transfer:
- a. in the event that the European Commission does not grant the UK with an adequacy decision by 1 January 2021 or if the UK has not, by 1 January 2021, entered into a framework, code of conduct or similar instrument recognised by the relevant authorities or courts as providing an adequate level of protection for personal data;; and

b. until such time as the UK is recognised by the European Commission as providing an adequate level of protection for personal data or enters into a framework, code of conduct or similar instrument recognised by the relevant authorities or courts as providing an adequate level of protection for personal data.

In the event of any conflict between the clauses of these terms and the standard contractual clauses, the standard contractual clauses shall prevail. The parties agree to amend the standard contractual clauses executed in accordance with this Clause 11.6 if required in accordance with a relevant European Commission decision or the data protection laws.

- 11.7 Use of personal data based on consent: in some circumstances, we may need to collect and use special categories of personal data and/or information relating to criminal convictions and offences and unless another processing ground applies, consent may be required. Where consent to this processing is necessary for us to provide you with the relevant services, this consent may be withdrawn at any time but, if it is, we may be unable to continue to provide our Services and this may mean that we are unable to process an enquiry or claim or that the applicable insurance cover will stop.
- 11.8 Where you are providing us with personal data about a person other than yourself, you agree to notify them of our use of their personal data and, where necessary, obtain their consent to our use of certain special categories of personal data and information relating to criminal convictions and offences. You agree that our provision of the Services to you is conditional on you providing such notices and obtaining such consents. Any third party whose personal data we use may withdraw any such consent at any time but if consent is withdrawn then we may be unable to continue to provide services to them (and possibly you), and this may mean that we are unable to process enquiries or claims or that the relevant insurance cover will stop.
- 11.9 We will maintain appropriate data security procedures designed to protect against loss or compromise of personal data.

12. Confidentiality

- 12.1 We will keep your information confidential. However, in the normal course of business and in acting on your behalf we may disclose your information to our employees, agents, outsourcers, premium finance providers, affiliates or sub-contractors or to insurers and their agents. We may also have to disclose your information pursuant to legal or regulatory requirements. Any disclosure to any other third party will only be made with your prior written consent.
- 12.2 We may:
- 12.2.1 use your information to build databases and surveys for use only by us, our clients and insurers; and
- 12.2.2 include, on a de-identified and/or aggregate basis, information relating to your insurance programme and risk management in benchmarking, modelling and other analytics offerings.
- 12.3 More information regarding the databases, surveys, benchmarking, modelling and analytics referenced in Clause 12.2 is available at the following web address: <https://www.marsh.com/ie/about-marsh/leading-the-way-in-transparency.html>
- 12.4 This confidentiality commitment to you does not apply to information lawfully in our possession or in the public domain.

13. Telephone Recording

We may record or monitor incoming and outgoing telephone calls for quality assurance, verification and training purposes, to assist in the complaints procedure and/or to help detect fraud.

14. Bribery and corruption

Each party shall comply with all applicable laws, statutes and/or regulations relating to bribery and corruption, including but not limited to the Criminal Justice (Corruption Offences) Act 2018 of Ireland.

15. Sanctions and Embargoes

- 15.1 In today's trading climate, we are increasingly seeing governments imposing sanctions and/or embargoes, and/or banks electing not to handle insurance transaction monies ("**Measures**") in respect of various countries or persons in such countries in relation to the provision of goods and services, including insurance. These Measures may restrict the provision of insurance or reinsurance cover or movement of monies and services under such cover.
- 15.2 Such Measures may require us to:
- investigate not only the insured or reinsured or the goods, property and/or interests which they insure or reinsure but also any indirect beneficial ownership of relevant parties or property;
 - suspend any movement of funds until a relevant governmental body confirms that no Measures are being breached and/or a licence can be issued; and/or
 - advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services.
- 15.3 In addition, some insurers or reinsurers may seek to cancel cover if they believe that it has become illegal because of the imposition of a particular Measure.
- 15.4 We will of course use reasonable endeavours to warn you should we become aware that any Measures may impact upon any insurance we place on your behalf or restrict the payment of any premiums or claims.

16. Quotation Periods

All quotations provided will be valid for 30 days or as stated on the written quotation. The final premium can only be confirmed upon receipt of proposal forms and relevant documentation.

17. Affiliates

- 17.1 You accept the Engagement on your own behalf and on behalf of each of your affiliates (where they are receiving, or are a beneficiary of the Services). You shall ensure that each of your affiliates will act on the basis that they are a party to and bound by the Engagement. All references in the Engagement to "you" (and derivatives of it) shall mean you and each of your affiliates.
- 17.2 For the purpose of this Engagement "affiliates" means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Irish Companies Act, 2014 (as amended)). As it applies to you, "affiliate" shall also include your partners, co-venturers and/or other co-insureds to whom we or any of our affiliates may assume a responsibility as a consequence of the provision of the Services or any additional services.

18. General

- 18.1 The Engagement may only be amended by written agreement signed by each party.
- 18.2 Except as set out in the Engagement, a person who is not a party to the Engagement, has no rights to enforce any term of the Engagement.
- 18.3 Neither party will have any liability for any failure or delay in performing because of a force majeure event. Force majeure means an event beyond the reasonable control of a party.
- 18.4 Notwithstanding clauses 8 and 6.8, Marsh Ireland reserves the right to suspend or terminate the Engagement (in whole or in part) where it believes performance could be a breach of applicable economic or trade sanctions. Marsh Ireland shall not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh Ireland or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.
- 18.5 We only place insurance with insurers that meet our minimum financial standards, unless a client provides specific instructions to the contrary. We do not guarantee the solvency or continuing solvency of any insurer and you should note that the financial position of an insurer can change. If an insurer ceases trading we will do our best to assist our clients, but you should note that in those cases of insurer insolvency where the insurer has granted Risk Transfer to us, premiums held by us will be deemed to have been paid to that insolvent insurer and therefore cannot be returned to clients. Similarly, claims monies held by us may be returnable to the insolvent insurers or their liquidators, rather than our clients.
- 18.6 If any provision of the Engagement is prohibited or unenforceable or is found to be invalid, illegal or unenforceable by a court or any other competent authority, that provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of the Engagement shall not be affected.
- 18.7 The Engagement sets out the entire understanding of the parties in relation to the matters that it deals with and supersedes and invalidates all previous letters, agreements and understandings (oral or written) in relation to those matters.
- 18.8 Marsh & McLennan Companies Inc. and its subsidiaries (including Marsh Ireland) own equity interests and have contractual arrangements with certain insurers and wholesale brokers. Information regarding these arrangements can be provided to you in paper form upon request from any member of your service team, or is available at the following web address:
<https://www.marsh.com/ie/about-marsh/leading-the-way-in-transparency.html>.
- 19. Governing law and jurisdiction**
- The Engagement and any contractual and/or non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Irish law and the Irish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Engagement and the parties submit to the exclusive jurisdiction of the Irish courts.
- 20. Brokers Ireland Compensation Fund and Investor Compensation Scheme**
- 20.1 As a member of Brokers Ireland, Marsh Ireland is also a member of the Brokers Ireland compensation fund ("Fund"). Subject to the rules of the scheme, the liabilities of its member firms up to a maximum of €100,000 per client (€250,000 in aggregate) may be discharged by the Fund on its behalf if the member firm is unable to do so. Further information about compensation scheme arrangements is available on request.
- 20.2 Marsh Ireland UK Branch is covered by the Financial Services Compensation Scheme (FSCS). This depends on the type of business and the circumstances of the claim. General insurance advising and arranging is covered for 90% of the claim, without any upper limit. For Professional Indemnity insurances and compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.
- 20.3 We are also a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation would only arise where client money or investment instruments held by this company on your behalf cannot be returned, either for the time being or for the foreseeable future, and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation, or €20,000.
- 21. Complaints and Access Rights**
- 21.1 If you wish to register a complaint, please contact your regular Marsh Ireland contact or:
- Assurance Manager
 Marsh Ireland Brokers Limited
 25/28 Adelaide Road
 Dublin 2
 Tel: +353 (0)1 604 8100
- Alternatively you can email us at quality.feedback@marsh.com. If you are a customer of our branch in the UK you can also email us at MIBLUK.Feedback@marsh.com.
- 21.2 We will acknowledge all complaints within 5 business days of receipt and you shall receive a regular written update on the progress of the investigation, at intervals no greater than 20 working days. We will try to investigate and resolve a complaint within 40 business days of receiving a complaint. Within 5 business days of the completion of the investigation, we shall advise you in writing of the outcome of the investigation and, if appropriate, explain the terms of any offer or settlement which we are prepared to make in settlement of the complaint.
- 21.3 In the event that you are not entirely satisfied with our handling of and response to your complaint, we will inform the complainant of their rights to refer the matter to the Central Bank of Ireland, the Financial Services and Pensions Ombudsman and/or Brokers Ireland. Contact details for each of these organisations can be provided upon request and contacting these organisations will not prejudice your complaint.
- 21.4 If you cannot settle your complaint with us, or the complaint has not been satisfactorily resolved within 40 business days, you may be entitled to refer it to the Financial Services and Pensions Ombudsman: <https://www.fspo.ie/>. Telephone: + 353 (0) 1 567 7000. A full copy of our complaints procedure is available on request.

21.5 You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or out-of-date information. Should you wish to do so or if you have any questions about our use of the personal data you provide please contact your regular Marsh Ireland contact or write to the Data Protection Officer (address as above or MarshIreland@marsh.com).

21.6 Alternatively if your complaint is in regard to a service or product provided in or from the UK, personal and small business clients may have the right to refer to the UK's Financial Ombudsman Service, free of charge.

Their address is: The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. Tel: 0800 023 4567. Email: complaint.info@financial.ombudsman.org.uk

Further information can be found on the Financial Ombudsman Service website. FOS Website: www.financial-ombudsman.org.uk/

22. Cooling Off Period/Right of Withdrawal

22.1 If you are a "consumer" as defined by SI No. 853 of 2004 - European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004, you have the right to withdraw from an insurance policy (as defined under SI No. 853 of 2004 European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004)) within 14 calendar days of the later of:

- the start date of the policy; or
- the date you received the policy schedule, without penalty and without giving any reason.

22.2 If you are a CICA Consumer, you may cancel your contract of insurance within 14 working days after the

date when you have been informed that the contract has been concluded, each known as the "**Cooling Off Period**". You may exercise this right by giving notice in writing of the cancellation to Marsh Ireland quoting your policy number.

22.3 If you exercise this right the insurance company may charge a pro rata premium for the period you are on cover. In the case of motor insurance, we will not be able to issue a refund of premium until we receive the Certificate of Insurance and Windscreen Disc.

22.4 You can cancel your policy by giving notice in writing at any time, unless the terms of the policy provide otherwise. This right to withdraw does not apply to any insurance policy under which insurance cover is provided for less than one month. The right of withdrawal must be exercised in writing to Marsh Ireland.

22.5 If you cancel during the first year (outside of the Cooling Off period) short term rates apply, please see policy terms and conditions.

23. Default Payments and Cancellation Procedure

You can cancel your policy in writing at any time, subject to the terms and conditions set out in your policy document and provided no incident has arisen that could give rise to a claim. Cancellations must be given in writing to our office. Should you cancel your policy outside the applicable cooling off period (see Clause 22 (Cooling Off Period)), short terms rates or minimum and deposit premiums may apply.

24. Language

We will communicate with you in English.